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### CIVIL WAR TREASURES: Binding Contracts: Papers Illustrate Tenuous Relationship Between Former Slaves and Masters

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## Feature Essay

Summer 2009

**Jewett, Leah Wood** *CIVIL WAR TREASURES: Binding Contracts: Papers illustrate tenuous relationship between former slaves and masters.*

### Binding Contracts

Papers illustrate tenuous relationship between former slaves and masters

Even before the war's end, laborers only recently enslaved entered into contracts with planters to their mutual, though unbalanced, benefit. Regulations set forth by the federal Bureau of Refugees, Freedmen and Abandoned Lands in 1865, based somewhat on General Nathaniel Banks's military labor policies of 1864 (General Order 23), dictated the basic terms of the tenuous alliance between former slave and master. As the war ended and the fledgling free labor system was put into practice, all parties sought to negotiate terms in their own favor, with mixed results. The tug of war that ensued reflected the larger struggle between Congress and President Andrew Johnson on the status of freedmen and former Confederates with property (Rodrigue 2001: 61-62).

Standard issue contracts distributed for signature by the Bureau in early 1865 (before surrender) made provisions for worker responsibility, but comparatively speaking leaned in the laborers' favor:

[T] he said parties do hereby mutually agree that the Regulations of the Secretary of the Treasury, providing for the employment and general welfare of Freedmen, Series July 28, 1864, and the local rules in pursuance thereof...The said \_\_\_\_ [employer] for the considerations and on the conditions and stipulations hereinafter mentioned, agrees to pay to the said laborers, the rates of monthly wages agreed upon and as specified opposite their respective names hereto: one half of such wages to be punctually paid during each and every month, reckoning from the day when this contract commences as aforesaid, and the remainder to be paid at the terminations of the contract year. Said \_\_\_\_ [employer] further agrees to furnish to the said laborers and those rightfully dependant on them, free

of charge, good and sufficient quarters, a separate tenement for each family, fuel and medical attendance; to see that the premises thus furnished are kept in a good sanitary condition; to allot from the lands of said plantation for garden purposes, to each family, one acre of ground; such allotment to include a reasonable use of tools and animals; to exact only ten hours work per day, and no labor whatever on Sundays; and if any labor in excess of ten hours per day is rendered, the same is to be paid as extra labor, upon such terms as may be agreed upon by the parties hereto; to grant to such laborers one-half of each and every Saturday, to enable them to cultivate the portions of land allotted to them, also, the fourth day of July; to co-operate in the establishment of any school for the education of the children of said laborers; that he will keep on hand, and sell to the laborers at actual costs, on the plantations, a sufficient supply of wholesome food and proper clothing for themselves and their families...

We, the undersigned, employees on the \_\_\_\_ plantation, belonging to \_\_\_\_ and register by \_\_\_\_ , hereby agree to work as Laborers on said Plantation for the balance of the present year, upon the following terms and conditions: For the consideration of just treatment, wholesome food, comfortable clothing and quarters, fuel and necessary medical attention, the opportunity for instructing our children, and such other privileges and conditions as are contained in General Order No. 34, Headquarters Department of the Mississippi , March 23, 1865, and the further consideration of the payment to us of \_\_\_\_ .

[From the Lemuel P. Conner Family Papers, Mss. 1403, Louisiana and Lower Mississippi Valley Collections, LSU Libraries]

In contrast, not surprisingly, contracts written by the planters themselves after the 1865 harvest focus on employer's expectations and worker's performance rather than dwelling on provisions made for laborers. An example comes from among the papers of Joseph Embree, a planter in East Feliciana Parish, Louisiana. Embree had served in Company A, 1st Louisiana Reserves, Confederate Army. After released and paroled from a Union prison in 1865, he returned to Louisiana and resumed planting.

"[January 26, 1866]...the said coloured persons ... have this day agreed to enter the service of the said Joseph Embree as labourers to work on his farm at any kind of work that he may wish done or preparing land for cultivation or cultivating the soil and growing a crop, fencing or improving land in any way. They agree to be out at and performing the work that the said Joseph Embree or

his representative may direct by sun rise where there are no providential hindrences [*sic*] to prevent and loose no time except at meal times and then consume no unnecessary time in eating except at dinner then they are to have two hours to rest and eat. And when not sick they agree to work faithfully, honestly, diligently and not idle away the time during work hours. They agree to do any work on holidays, Sundays, or nights towards saving crop or anything else that needs immediate attention or feeding any kind of stock that necessarily has to be done, but those performing extra labour must be paid extra as per order of the Freedmens bureau [*sic*] for this year. They agree to work ten hours in each working day except in winter: viz say from the middle of November to the first of March. Then they agree to work nine hours in each working day and faithfully obey all the reasonable wishes and commands of the said Joseph Embree or his representative for and during the space of one year...

Each family is to have their portion of land set apart for them and use of farming implements and team on Saturdays after they are through with grinding meal to cultivate their crops and if they or either of them us do not work agreeably to contract they are to leave the place and have no pay ...except the victuals and clothes that they may have already received...

The grade [of pay] to be determined by the work that they perform. The work shall be judged by five persons. Four of the labourers that are the most industrious and competent and the said Joseph Embree...

The said Joseph Embree shall hire a physitian [*sic*] if we should need one and deduct his pay for services rendered out of our pay. And for all the time that women or others lose in sickness or nursing children or other personal shall be deducted according to the pay they receive and divided between those that lose the least time...

[signing by their "mark"] –

Dick Embree, Milly Embree, Manuel Hardesty, Sophy Hardesty, Hutson Brown, Kitty Brown, Bob Brown, Ann Brown, Shedrick Brown, Crittenden Embree, Fanny Embree, Mariah Fenley, Daniel Jarald, and Rosy Jarald

Note that several of Embree's policies would have potentially pitted freedmen against one another (most productive workers would judge the quality of other's work, and would receive a cut of lost wages) undermining unity and

limiting ability of group to work as a group to negotiate.

“Rules and Regulations on Joseph Embree’s Farm” in large part reiterated what was stipulated in the contract, and were outlined separately:

“No long or general conversations will be allowed during working hours. ...For disobedience one hour will be deducted. Neglect of duty and leaving without permission will be considered disobedience. No live stock will be permitted to be raised by the labourers without a special contract. ... Impudence and swearing or indecent and unseemly language to or in the presence of the employer or his family or quarreling and fighting so as to disturb the peace of the farm will be fined two dollars for the first offence...All difficulties that may arise between the labourers shall be adjudge by the employer and if not satisfactory an appeal may be taken to an agent of the United States government.”

[From the Joseph Embree and Family Papers, Mss. 692, Louisiana and Lower Mississippi Valley Collections, LSU Libraries]

Laborers could delay signing a contract in the midst of planting season, seek employment elsewhere if they did not agree to terms set by the planter during contract negotiation, or could file a complaint with the local bureau agent if they believed that the employer violated the contract in some way. Planters joined together to agree to terms in order to stifle laborers’ new found bargaining tools, pledging not to hire each other’s former workers and setting standard wage levels to discourage labor mobility (Rodrigue 2001: 45-46).

Ever-changing federal regulations, presidential pardons of landed Confederate loyalists, political activities designed to empower black men (and bolster the Republican Party) and local resistance to freedmen’s programs made the road to freedom a rocky one. Primary sources on the subject, such as those housed in the Louisiana and Lower Mississippi Valley Collections (LLMVC), shed light on the personal experiences of individuals living through this time of great change and turmoil.

One unusual example comes from the John W. Gurley Papers, Mss. 507. John W. Gurley, an attorney of New Orleans, Louisiana, was associated with Edward G. Stewart, a planter of Oak Lawn Plantation, Tangipahoa Parish. The collection features several letters written on behalf of Charles Daggs, an African

American farmer (presumably a freedman) who works for Gurley.

In a letter dated April 10, 1866, Stewart writes to Gurley:

“Chas. [sic] is fully satisfied that he cannot occupy McGuire's place without breaking his contract with you, has told McG [sic] so and given up the idea altogether...Charles wishes to say that...his object in moving his family was to give yours more room and was not intended to interfere with your arrangement with him. McG [sic] is a dirty scoundrel who has been trying for months past to induce him to leave is there no law to reach him?” It is apparent that Stewart wrote several letters to Gurley on Charles' behalf (in several letters Stewart indicates to Gurley that he has read Gurley's letters to Daggs). Daggs often describes the status of work on the property and makes specific requests for supplies, seeds and plants, and food for his family. The letter dated April 22, 1866, Daggs argues with Gurley, defending an earlier request:

“I received your letter chastising me about the corn. I do not think you know how much it takes to feed a family like mine; when we was on the plantation they allowed us a peck a piece for large persons and a half a peck each for the children a week. I have seven that can eat a peck a week and four that can eat a half, a peck a week and then two dogs and two cats, 140 head of chickens old and young, three goats, four hogs to take their share of the hominy and husk that I can't use and the toll to come out, I am surprised myself, to hear you say you were surprised. You are mistaken about the quantity of meal the corn makes; if I send a bushel to corn to mill I only get back a bushel of meal, it takes two bushels and a peck to serve my family a week and that is about the average contents of a sack. I would be very glad if you please to hurry up the car, something that I need very much that I can't work without, my plow is totally worn out at the end and I have to get it pointed and my rake and everything is in bad order...”

Though most documents in the collections are written from the perspective of the federal government and planters, rather than from the view point of the freedmen, they are nonetheless valuable in fleshing out the experience of those who struggled to make the transition from slavery to freedom against fierce resistance. The lack of documents written in the hand of freedmen is in large part a reflection of widespread illiteracy – a hallmark of the peculiar institution—underscoring the uphill battle that lay ahead for people seeking to gain political power.

### ***Selected collections pertaining to freedmen in the Louisiana and Lower Mississippi Valley Collections***

Finding aids (either in pdf or html format) are available online for some collections. Descriptions included here reflect information provided in the record available via the online catalog. Many other collections in the LLMVC related to this subject are accessible via the LSU Libraries' Special Collections online catalog by using the keyword "freedmen."

#### **Bass-Farrar Family Papers, Mss. 4907**

The family papers of the Bass and Farrar families concern family matters, personal and professional activities, maintenance and overseeing of cotton plantations (including Myrtle Grove and Palsy Plantations) before and after the Civil War, life along the Mississippi River in Tensas Parish, Louisiana, and Adams County, Mississippi. Reconstruction era labor contracts with freedmen are part of the collection.

#### **Samuel C. Bonner and Family Papers, Mss. 1472, 1507**

Samuel C. Bonner was a cotton planter of Pickens County, Alabama. Letters address topics including news of the Civil War, especially in Morehouse Parish, Louisiana; the Federal occupation of Ouachita, Rapides and Saint Mary Parishes; social conditions in New Orleans and Morehouse Parish during Reconstruction; and freedmen and white agricultural laborers in post-bellum Louisiana.

#### **Bordis & Co. Records, Mss. 965**

Records of Bordis & Company include an agreement with freedmen drawn on an official form of the Bureau of Refugees, Freedmen, and Abandoned Lands, and two payroll receipts for laborers employed on the Monot Plantation, Assumption Parish, Louisiana, c. 1866.

#### **James P. Bowman Family Papers, Mss. 1372, 1382**

James P. Bowman was a sugar and cotton planter of West Feliciana Parish, Louisiana. The collection includes personal and plantation papers, correspondence, business and land records of the Bowman family relative to the history and administration of Rosedown Plantation, St. Francisville, Louisiana.

Materials include reference to African American political clubs.\*

The political clubs served to mobilize freedmen, and in many cases directly influenced freedmen's contract negotiations with planters. Likewise some planters sought to influence (and intimidate) freedmen to support their Democratic candidate of choice in upcoming elections, threatening to end the labor contract if they did not comply.

\*For more on freedmen and political clubs see Rodrigue, John C., "Labor Militancy and Black Grassroots Political Mobilization in the Louisiana Sugar Region, 1865-1868," *Journal of Southern History*, Vol. 67, No.1, 2001, pp.115-142.

### **Buhler Family Papers, Mss. 1192, 1210, 1238, 1311**

John Christian Buhler was a planter of Winters Plantation in Buhler's Plains near Baton Rouge, Louisiana. The collection includes family correspondence during Reconstruction discussing problems of freedmen labor and property holdings of the Buhler family, chiefly in East Baton Rouge Parish.

### **E. C. and Robert J. Cooley Document, Mss. 149**

Standard contract for freedmen labor issued by the Bureau of Refugees, Freedmen, and Abandoned Lands concerning land in Point Coupee Parish, Louisiana.

### **Lemuel P. Conner and Family Papers, Mss. 81, 1403, 1431**

The Conner family correspondence includes references to labor shortages, relationships with freedmen, regulations regarding their employment, and the Freedmen's Bureau.

### **Clinton B. Fisk Letter, Mss. 1428**

General Clinton B. Fisk served in the United States Army during the Civil War. During Reconstruction, he worked as assistant commissioner of the Bureau of Refugees, Freedmen, and Abandon Lands, at Nashville, Tennessee. Letter by Fisk contains an optimistic report on early Reconstruction developments in the South. He emphasizes the need for suffrage for African Americans together with comments on the "State Convention of Colored Men" in Nashville. He describes



his work in rehabilitating former slaves and his educational plans. He also refers to the South's opposition to Northern clergymen in the recovery program.

### **Edward J. Gay and Family Papers, Mss. 1295**

The Gay family collection is a rich resource for information on freedmen, including marriage certificates and correspondence with the Bureau of Refugees, Freedmen, and Abandoned Lands regarding a labor dispute and back pay Gay owed to workers.

### **Good Hope Plantation Papers, Mss. 161**

George Gillson Klapp and James D. Waters jointly leased Good Hope and Hermitage plantations from Levin R. Marshall (a "loyal" plantation owner) during 1865 and 1866. Particularly important aspects of these papers are management of labor, river transport of goods, and the impact of the Natchez District Freedmen's Bureau on the lessees of these plantations. Papers submitted to the Freedmen's Bureau in Natchez list the names, ages, and work performance/status of freedmen (including women and children) living and working at Tyconia and Good Hope plantations.

### **Joseph Kleinpeter and Family Papers, Mss. 1241**

Joseph Kleinpeter was a sugar planter of Variety Plantation in Iberville Parish, Louisiana. Civil War period documents consist of military papers and two Bureau of Refugees, Freedmen, and Abandoned Lands labor contracts, 1865-1866.

### **Moses and St. John Richardson Liddell Family Papers, Mss. 531**

Moses Liddell, born 1785, was a prominent planter of Elmsley Plantation, Woodville, Mississippi. Post Civil War agreements with freedmen, circulars of the Freedmen's Bureau and account books reflect Liddell's attempt to revive his planting interest with the use of freedmen.

### **John T. McMurran Papers, Mss. 1403**

Items in the McMurran papers include a statement of a slave regarding his freedom; a receipt for payment of a freedman laborer. Letters mention the effects of Reconstruction and problems of plantation management during

Reconstruction.

### **Charles L. Mathews Family Papers, Mss. 910**

Letters in the Mathews family papers from the Reconstruction period concern planting, labor problems with freedmen working on plantations, and the difficulty of maintaining land holdings.

### **Mathews-Ventress-Lawrason Family Papers, Mss. 4358**

Chiefly personal and business correspondence, printed items, newspaper clippings, financial records, manuscript volumes, and legal documents of the Mathews, Ventress, and Lawrason families, cotton and sugar planters of West Feliciana, Lafourche, and Pointe Coupee Parishes, Louisiana. Correspondence includes letters relating to financial difficulties encountered by planting families in the post-war era, as well as issues of labor and labor negotiation. Also provided are pay schedules for freedmen laborers.

### **William J. Minor Papers, Mss. 859**

William J. Minor, son of Stephen Minor of Natchez, Mississippi, was a sugar planter of Southdown and Hollywood plantations in Terrebonne Parish and Waterloo Plantation in Ascension Parish, Louisiana. Collection includes references to contracts with freedmen.

### **A .S. Mitchell Letter, Mss. 4734**

Letter dated November 18, 1864 from Lt. Col. A. S. Mitchell, Superintendent and Provost Marshal of Freedmen, to Captain J. F. Richardson, the Assistant Special Agent of the Treasury Department, in support of freedmen seeking land to lease and work “to reap the benefits and profits of their own labor.”

### **Thomas O. Moore Papers, Mss. 305, 893, 1094**

Personal correspondence, business letters, political and legal documents of Thomas Overton Moore, Rapides Parish planter and governor of Louisiana during the Civil War. Reconstruction era papers include reference to freedmen labor.

### **Honore P. Morancy Family Papers, Mss. 2430**

Honore P. Morancy was a French Catholic planter of Milliken's Bend, East Carroll Parish, Louisiana. Letters of the Reconstruction period concern the relocation of refugees, political unrest, cotton planting, prices of cotton, problems with a levee in East Carroll Parish, the status of freedmen, demands of black laborers, and martial law in Arkansas.

### **J. D. Rich Papers, Mss. 4783**

James D. Rich was a 1st lieutenant in the U.S. 80th Colored Infantry. He was stationed in New Orleans and Bonnet Carre, Louisiana, and served as provost marshal of St. James, St. John the Baptist and St. Charles parishes. Correspondence relates, in part, to the effort to collect taxes and establish schools for freedmen, and aid given through the Bureau of Refugees, Freedmen, and Abandoned Lands.

### **Alexander Franklin Pugh Papers, Mss. 354**

Pugh was part owner and manager of Augustin, Bellevue, Boatner, New Hope, and Whitmell plantations on Bayou Lafourche in Assumption and Lafourche parishes. A diary dated 1865 volume records Pugh's payroll accounts for his former slaves, with his observations on their dissatisfaction with wages and unwillingness to work.

### **Henry Brown Richardson and Family Papers, Mss. 2987**

Henry Brown Richardson served in the Confederate Army as a member of the Corps of Engineers under the commands of Generals Jubal Early, Richard Taylor, and R. S. Ewell. Papers after 1866 relate to his life in Saint Joseph, Tensas Parish, Louisiana. After 1877, papers concern his family life in New Orleans where he worked as an engineer; levees and flooding on the Mississippi River; Richardson's role as a member of the Mississippi River Commission; freedmen and Chinese cotton laborers; the Freedmen's Bureau; and local economic conditions during Reconstruction.

### **Uncle Sam Plantation Papers, Mss. 408**

Uncle Sam Plantation was built during the 1840's by Pierre Auguste Samuel Fagot. In addition to the sugar cane production and processing, records indicate

that the Uncle Sam Plantation Store was an integral part of the plantation's operation, engaged in commerce with both plantation laborers and others in the community. Collection includes contracts between planters and freedmen, tax rolls, and invoices from the Bureau of Freedmen for forms.

About the image: Agreement with Freedmen from Lemuel P. Conner Family Papers, Mss. 1403. Inset from Rules and Regulations, Joseph Embree and Family Papers, Mss. 692.

Citation:

Rodrigue, John C., *Reconstruction in the Cane Fields: From Slavery to Free Labor in Louisiana's Sugar Parishes, 1862-1880*. Baton Rouge: Louisiana State University, 2001.